the state. A North Dakota statute provides as to sales between wheat producers and elevator operators: (1) that each operator must secure a license as deputy inspector; (2) that every purchase shall be based upon the system of grading and inspection established by the state inspector; (3) that upon complaint of a producer the state inspector may set a reasonable margin of profit in view of the Minneapolis prices. (1919 LAWS OF NORTH DAKOTA, c. 138.) In the Circuit Court of Appeals, the complainant secured an injunction against the enforcement of this statute as in violation of the Commerce Clause. *Held*, that the decree be affirmed. *Lemke* v. *Farmers Grain Co.*, U. S. Sup. Ct., Oct. Term, 1921, No. 456.

Wherever products move from producer to consumer across state lines, there is a practical problem to determine the point at which the process becomes interstate commerce. The mere manufacture or production of a commodity for interstate trade is not interstate commerce. *Kidd* v. *Pearson*, 128 U. S. 1; *Arkadelphia Milling Co.* v. *St. Louis & Southwestern Ry.*, 249 U. S. 134, 149; *Crescent Cotton Oil Co.* v. *Mississippi*, U. S. Sup. Ct., Oct. Term, 1921, No. 41. But under the particular circumstances of the principal case, the majority properly emphasized the fact that purchasing grain prior to a regular course of interstate shipment and resale was closely connected with activities conceded to be interstate commerce. *Dahnke-Walker Milling Co.* v. *Bondurant*, U. S. Sup. Ct., Oct. Term, 1921, No. 30; *MacNaughton Co.* v. *McGirl*, 20 Mont. 124, 49 Pac. 651. *Cf. Oklahoma* v. *Kansas Natural Gas Co.*, 221 U. S. 229. Since in regular course of business the wheat did arrive at an interstate market, it is unimportant that the complainant might have diverted any purchase to a local market. *The Eureka Pipe Line Co.* v. *Hallanan*, U. S. Sup. Ct., Oct. Term, 1921, No. 255; *Dahnke-Walker Milling Co.* v. *Bondurant*, *supra*. The margin of profit section, then, constitutes a direct burden on interstate commerce by limiting possible returns. But though the sales are treated as a step in interstate commerce, there is no reason to condemn state inspection laws in the absence of Congressional action. *Savage* v. *Jones*, 225 U. S. 501; *McLean* v. *Denver & Rio Grande Ry.*, 203 U. S. 38. The minority rightly contended that the inspection and profit sections are separable and so the former should stand. *Presser* v. *Illinois*, 116 U. S. 252. *Cf. International Textbook Co.* v. *Pigg*, 217 U. S. 91, 113. That this is a reasonable construction is emphasized by the fact that the legislation is directed at two distinct evils.

LEGACIES AND DEVISES — LAPSED BEQUESTS — EFFECT OF LAPSE WHERE THE ESTATE IS INSUFFICIENT TO PAY ALL THE LEGACIES. — The testatrix by her will left a fund to be "set apart in trust to form an annual prize to be given to any domestic going through the Hostel . . . ," a charitable organization. The assets were insufficient to satisfy all the legacies, which abated ratably. After the death of the testatrix the Hostel changed its purposes and disclaimed any right to the fund. *Held*, that the fund be used to make up the deficiency in the other legacies. *In re Fitzgibbon*, 21 Ont. W. N. 319 (High Ct. Div.).

If the legacy had lapsed before it vested in possession, the lapse should not accrue to the benefit of the residuary estate until the legacies which had abated were paid in full. *In re Tunno*, 45 Ch. D. 66; *Eales* v. *Drake*, 1 Ch. D. 217. See THEOBALD, WILLS, 7 ed., 156 *et seq.* It seems, however, that the legacy did vest in possession. On the failure of the trust the claim of the legatees must, therefore, arise by way of "resulting trust." *Cf. Hopkins* v. *Grimshaw*, 165 U. S. 342. And it is important to consider whether such a trust would be too remote because of the Rule against Perpetuities. A distinction is made between determinable charitable trusts and charitable trusts in perpetuity. In the former cases a resulting trust to the residuary legatees is allowed upon the termination of the trust. *In re Blunt's Trusts*,

[1904] 2 Ch. 767; *In re Randell*, 38 Ch. D. 213. If there are unpaid legatees the trust might well be held to result to them. The Rule against Perpetuities does not apply here because the resulting trust is a vested interest. See GRAY, RULE AGAINST PERPETUITIES, 3 ed., §§ 327 a, 603 i. But where the charitable trust is in perpetuity, a gift over, even to the residuary legatees, is void. *In re Bowen*, [1893] 2 Ch. 491. See GRAY, *op. cit.* §§ 603–603 i. The gift in the principal case was clearly in perpetuity Though there was no gift over, it seems inconsistent for the court to declare a resulting trust in favor of the unpaid legatees when it would hold an express gift over to them void. A resulting trust, whether rightly or wrongly, is allowed in favor of the testatrix's heirs or next of kin. *Jenkins* v. *Jenkins University*, 17 Wash. 160, 49 Pac. 247. See *Hopkins* v. *Grimshaw*, *supra*, at 355. See GRAY, *op. cit.*, §§ 327 a, 603 a–603 i. But it is against the spirit of the rule to widen the class to whom the trust may result.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — REFUSAL TO RETRACT AND CONDITIONAL PRIVILEGE. — The defendant published a partially erroneous article, criticizing chiropractors, who brought an action therefor. Malice was not proved. *Held*, that judgment be entered for the defendant. It was suggested that a refusal to retract might have changed the result. *Palmer School* v. *Edmonton*, 61 D. L. R. 93 (Alta. Sup. Ct.).

For a discussion of the suggestion, see NOTES, *supra*, p. 867.

LIENS — ATTORNEY'S LIEN — COMPELLING DISCHARGED ATTORNEY TO GIVE UP PAPERS TEMPORARILY. — A solicitor, who through no fault of his own was discharged from his employment in an action for the dissolution of a partnership, claimed a lien on certain partnership papers in his hands. His former employer sought to compel the solicitor to turn them over to his successor. *Held*, that he must do so, "subject to the lien," the papers to be returned after use. *Dessau* v. *Peters, Rushton & Co.*, [1922] 1 Ch. 1.

A trustee in bankruptcy desired the bankrupt's charter and minute book, held by the bankrupt's solicitor under claim of lien, and prayed that the solicitor be compelled to give them up, subject to the lien, and to be returned after use. *Held*, that the prayer be granted. *Re Andrew Motherwell, Ltd.*, 21 Ont. W. N. 108 (High Ct. Div.).

Usually a lien need not be surrendered until the debt for which it is security is discharged. *Davis* v. *Davis*, 90 Fed. 791 (Circ. Ct., D. Mass.); *In re Faithfull*, L. R. 6 Eq. 325; *Lord* v. *Wormleighton*, 1 Jac. 580. *Cf. Matter of Hollins*, 197 N. Y. 361, 90 N. E. 997; *Leszynsky* v. *Merritt*, 9 Fed. 688 (S. D. N. Y.); *Cunningham* v. *Widing*, 5 Abb. Pr. (N. Y.) 413. See 1 JONES, LIENS, 3 ed., §§ 113, 122 a, 135, 136. But where the papers upon which a solicitor claims a lien are needed to facilitate adjudication of the rights of third persons, as in administration and winding-up proceedings, the English courts subordinate the solicitor's rights to the interests of third-party litigants and compel him to release his lien temporarily. *In re Hawkes*, [1898] 2 Ch. 1; *In re Boughton*, 23 Ch. D. 169; *Belaney* v. *Ffrench*, L. R. 8 Ch. 918. *Cf. Newington Local Board* v. *Eldridge*, 12 Ch. D. 349. This emasculates the lien, for use in the immediate litigation may destroy the value of the papers to the client, and hence their security value to the solicitor. See *Davis* v. *Davis*, *supra*, at 792; *In re Faithfull*, *supra*, at 327; *Batten* v. *Wedgewood Co.*, 28 Ch. D. 317, 320.

On the other hand, the solicitor can have no greater right than his client could give him, and where the client could be made to produce papers on *subpœna duces tecum*, ordinarily the solicitor should be compelled to. *In re Cameron's Coalbrook, etc. R. Co.*, 25 Beav. 1; *Hope* v. *Liddell*, 7 De G., M. & G. 331; *Jackson* v. *American Cigar Box Co.*, 141 App. Div. 195, 126 N. Y. Supp. 58. See *Vale* v. *Oppert*, L. R. 10 Ch. 340, 342. But where the claim